

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KRYSTAL SADLER, on behalf of
herself, individually and on behalf of all
similarly situated individuals,

Plaintiffs,

v.

TARGET CORPORATION,

Defendants.

Civ. No. 1:23-cv-00030-CPO-SAK

Jury Trial Demanded

**PLAINTIFFS' UNOPPOSED MOTION FOR PRELIMINARY APPROVAL
OF THE CLASS ACTION SETTLEMENT**

MOTION DATE – November 17, 2025

NOW COMES Plaintiff Sadler on behalf of herself and the Class, by and through her undersigned counsel, filing her Unopposed Motion for Preliminary Approval of the Class Action Settlement, and respectfully moving this Court for an Order:

1. Granting preliminary approval of the settlement as detailed in the Agreement and Release, attached to the Declaration of Charles J. Kocher, Esq. as Exhibit 1;
2. Approving the form and procedures of Notice and authorizing the dissemination of notice to the Class in accordance with the Agreement and Release; and
3. Scheduling a Final Approval hearing regarding the final approval of the settlement;
4. Preliminarily approving Class Counsel's fee award and Plaintiff Sadler's service award.

In support thereof, Plaintiffs hereby file a Memorandum of Law and a supporting Declaration of Charles J. Kocher, Esq., and all exhibits thereto. For the Court's consideration, Plaintiffs attach an accompanying proposed Order.

Dated: October 24, 2025

/s/ Charles J. Kocher

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**MEMORANDUM OF LAW IN SUPPORT OF
PLAINTIFF'S UNOPPOSED MOTION FOR
PRELIMINARY APPROVAL OF THE CLASS SETTLEMENT**

MOTION DAY – November 17, 2025

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I. INTRODUCTION

Plaintiff, Krystal Sadler, respectfully submits this Brief in support of her Unopposed Motion for Preliminary Approval of the Class Settlement. Plaintiff and Defendant Target Corporation (“Defendant” or “Target”) have agreed to settle this class action for a total of \$4,600,000, inclusive of attorneys’ fees and costs. Ex. 1 (Settlement Agreement).¹

During an in-person settlement conference on June 25, 2025, with the assistance of United States Magistrate Judge Sharon A. King serving as a neutral, the Parties reached a class-wide settlement.

The Parties’ settlement “falls within the range of possible approval” and warrants preliminary approval. *In re National Football League Players’ Concussion Injury Litigation*, 301 F.R.D. 191, 197-98 (E.D. Pa. 2014) (“*NFL I*”). Moreover, the settlement is a desirable alternative to the expense, uncertainty, and delay that would result from further litigation of Plaintiff’s class action claims. Because the settlement is fair, reasonable, and adequate in all respects, and for the additional reasons noted herein, Plaintiff respectfully suggests the settlement should be approved.

¹ All exhibits are to the accompanying Declaration of Charles J. Kocher, Esq. Capitalized terms not defined herein have the meaning set forth in the Settlement Agreement.

The Class² is defined as “(a) Plaintiff and (b) all Progression Team Members who have been employed as hourly, non-exempt workers at any of Target’s New Jersey distribution centers at any time from August 6, 2019 through the date of the Final Approval Order” when this Court will enter final judgment. Plaintiff also seeks an Order (1) granting Plaintiff permission to give Class Members notice of the settlement, substantially in the form attached hereto as Exhibit 2, and (2) scheduling a final approval hearing.

II. LEGAL CLAIMS AND LITIGATION RISKS

A. Plaintiff’s Claims

In New Jersey, Target operates three distribution centers; they are located in Burlington, Perth Amboy, and Logan Township. Between September 8, 2022 and November 22, 2022, target employed Plaintiff at the Logan distribution center as an hourly, non-exempt worker. Amended Class Action Complaint (“Am. Compl.”) ECF No. 33 ¶¶ 4, 8-9. Plaintiff alleges that Defendants violated New Jersey state wage and hour laws, N.J.S.A. 34:11-56a *et seq*; N.J.S.A. 34:11-4.2; N.J.S.A. 34:11-4.4., by not paying its Progression Team members for “all hours worked.” Am. Compl. ECF No. 33, ¶¶ 26-42. In particular, Plaintiff contends that Defendant failed to pay similarly situated hourly, non-exempt Target employees the required

² This Court certified a litigated Class on January 30, 2025. ECF No. 83. The Settlement Agreement makes references to a “Settlement Class.” Ex. 1 at p.2. For brevity the Parties refer to the “Settlement Class” as the “Class.”

minimum wage and overtime for time spent before their shifts traveling from the entrance of their respective distribution centers to their assigned time clocks, and after their shifts from their time clocks to the exit of the distribution centers. Am. Compl. ECF No. 33 ¶¶ 34, 42. Target denies the allegations and disputes the merits of Plaintiff's individual and class-wide claims.

B. Litigation Risks

This settlement enables Plaintiff and Class Members to avoid significant litigation risks. On June 25, 2025, when the Parties initially agreed to resolve Plaintiff's class-wide claims, the Parties' competing summary judgment motions were ripe for this Court's determination. The Parties dispute the meaning of the definition of "all hours worked" under New Jersey law (N.J.A.C. 12:56-5.1) and the viability of Target's defenses, including the application of the *de minimis* doctrine, thus leaving the Parties exposed to potential adverse rulings. "In litigation, nothing is ever certain." *See In re HealthEC LLC Data Breach Litig.*, 2025 U.S. Dist. LEXIS 107723, at *29 (D.N.J. June 6, 2025).

Had Plaintiff's claims survived summary judgment, in whole, or in part, a jury trial would have followed necessitating pre-trial filings, such as motions *in limine*, or to strike or limit expert testimony, contested jury instructions and verdict forms, and other pretrial motions. There also likely would have been post-trial motions and an appeal. Consequently, the Parties would have borne significant and mounting

risks and costs related to further litigation and appeal. Moreover, those continued proceedings left Plaintiff and the certified Class with the prospect of recovering less than the relief afforded by the Parties' settlement, or perhaps nothing at all. The Parties' settlement eliminates the uncertainty of recovery for Plaintiff and the Class Members and provides them with meaningful relief.

III. PROCEDURAL HISTORY AND SETTLEMENT

A. Procedural History

Plaintiff filed this case on November 30, 2022, almost three years ago, in New Jersey state court. On January 4, 2023, Target removed this action. ECF No. 1. On August 30, 2023, Plaintiff amended the Complaint, ECF No. 33. On September 15, 2023, in response to the Amended Complaint, Target filed its Answer. ECF No. 34. The Parties subsequently engaged in extensive fact and expert discovery, including (1) responding to written discovery requests, (2) producing and reviewing extensive time and pay data, as well as many other records, (3) inspections at each of Target's three New Jersey distribution centers. (4) deposing Plaintiff and management witnesses from each of Target's three New Jersey distribution centers, (5) producing and deposing a corporate representative under Rule 30(b)(6), and (6) undertaking expert discovery, including the disclosure of expert reports and depositions of proposed time and motion and damages experts. There were multiple discovery disputes decided by Magistrate Judge King. *See, e.g.*, ECF Nos. 39, 44, 62, 115.

Following the Parties' initial discovery, on June 21, 2024, Plaintiff filed a Motion for Class Certification. ECF No. 56. On January 29, 2025, this Court granted class action certification. ECF No. 82. Thereafter, in accordance with the Court's certification Order, notice was given to 13,707 Class Members and 11 putative Class Members opted out of the class action. ECF No. 122.

On February 13, 2025, with respect to the Court's certification Order, Target filed a Motion for Reconsideration and a Notice of Interlocutory Appeal. ECF Nos. 85, 86. On February 14, 2025, Target moved to stay these proceedings or, alternatively, to extend time pending disposition of its Motion for Reconsideration. ECF No. 87. On February 17, 2025, Target withdrew its Motion to Stay; on February 18, 2025, the Court terminated the motion. ECF No. 88, 89. On February 18, 2025, Target filed a second Motion to Stay, which Plaintiff opposed; on March 3, 2025, the Court denied Target's second motion. ECF Nos. 91, 104.

On March 27, 2025, Target filed with the U.S. Court of Appeals for the Third Circuit a Rule 23(f) petition seeking review of the Court's class certification Order. Plaintiff moved to dismiss the appeal, but that motion was denied. On June 9, 2025, the Third Circuit denied Target's request for interlocutory appeal of the class certification Order.

On February 27, 2025, the Parties filed competing motions for summary judgment as ordered by the Court on September 23, 2025. ECF Nos. 96-97. As

directed by the Court, the Parties withdrew these motions without prejudice. ECF Nos. 131, 132.

On June 25, 2025, Magistrate Judge King conducted an in-person settlement conference at the U.S. District Courthouse in Camden, New Jersey. The Parties, and specifically Plaintiff and her counsel, as well as Target and its counsel, were present. Before the settlement conference, the Parties engaged in settlement negotiations. Magistrate Judge King assisted the Parties by helping them reach a class-wide settlement.

On July 29, 2025, the Parties executed a settlement Term Sheet. The Parties have since fully memorialized their settlement, as evidenced by their signed Release and Settlement Agreement, attached hereto as Exhibit 1.

B. The Settlement Agreement & Terms

The terms of the Settlement Agreement are discussed below.

1. The Class Definition

Pursuant to Federal Rule of Civil Procedure 23(c), the Court certified the following Class:

Plaintiff and (b) all Progression Team Members who have been employed as hourly, non-exempt workers at any of Target's New Jersey distribution centers at any time from August 6, 2019 through the date of final judgment in this matter.

ECF No. 83. The Release and Settlement Agreement references “the date of the Final Approval Order”; assuming the Court orders final approval, and to

eliminate the need to re-certify a settlement class, the Parties recognize that date will be the same date as final judgment. Ex. 1 ¶ 1. Approximately 13,700 individuals, including Plaintiff, fall within this class definition.

2. The Monetary Payments

To settle all claims asserted in this action, Defendant agreed to create a Global Settlement Fund totaling \$4,600,000. Ex. 1 ¶ 8. If the Court approves the requested service award, and attorneys' fees, and expenses, the Net Settlement Fund distributed to Class will approximately total \$2,756,666.67. This amount represents the Global Settlement Fund less (1) Class Counsel's fees (\$1,533,333.33), (2) expenses, including the costs of notice and settlement administration estimated at approximately \$300,000³, and (2) a \$10,000 Service Award payable to Plaintiff. The Net Settlement Fund, less payroll taxes, withholdings, and deductions, will then be distributed to Settlement Members who do not exclude themselves from the settlement. Ex. 1 ¶¶ 20, 21.

According to the number of each Class Member's shifts worked, or another objectively feasible measure, as determined by Class Counsel and the Settlement Administrator, and approved by the Court in the Final Approval Order, Settlement Awards will be made on a *pro rata* basis. Ex. 1 ¶ 12. Within fourteen (14) calendar days of the Court's preliminary approval of the Parties' settlement, Target will

³ Anticipated expenses will include more than \$150,000 in notice costs.

provide the Settlement Administrator with data necessary for the Settlement Administrator and Class Counsel to perform a *pro rata* Settlement Award analysis. Ex. 1 ¶ 36. The *pro rata* Settlement Awards ensure “the proposal treats class members equitably relative to each other.” Fed. R. Civ. P. 23(e)(2)(D); *see also Myers v. Jani-King of Philadelphia, Inc.*, No. 9-1738, 2019 U.S. Dist. LEXIS 144929, at *25 n. 5 (E.D. Pa. Aug. 26, 2019) (approving distribution formula based on total payments made by each member for franchise fees, finders fees, insurance payments, etc., made during the class period and finding “[t]his method assures that individuals who had a longer relationship with Jani-King, and thus made larger payments in fees, will ultimately receive greater compensation under the Settlement Agreement.”); *Caddick v. Tasty Baking Co.*, No. 19-cv-02106, 2021 U.S. Dist. LEXIS 70016, at *19 (E.D. Pa. Apr. 12, 2021) (“FLSA and state law class members will receive payments based on the same calculation. ‘The settlement share allocation is individually determined based on transactional data from each Settlement Class Member’s distributorship and the number of weeks each such distributor worked within the applicable period.’”); *Fujiwara v. Sushi Yasuda Ltd.*, 58 F. Supp. 3d 424, 434 (S.D.N.Y. 2014) (granting final approval of *pro rata* settlement distributions based on number of shifts); *Filby v. Windsor Mold USA, Inc.*, No. 13-CV-1582, 2015 U.S. Dist. LEXIS 30034, at *2 (N.D. Ohio Mar. 11, 2015) (same).

In recognition of her efforts on behalf of the certified class, Plaintiff seeks preliminary approval of a \$10,000 Service Award. Class. Ex. 1 ¶ 23. Additionally, subject to Court approval, and after a fee petition to be filed 14 days before the Final Approval hearing, Class Counsel will seek one-third of the Maximum Settlement Amount, or \$1,533,333.33, plus expenses approximating \$300,000. *Id.* ¶ 26.

3. The Release

In exchange for the above consideration, Class Members who do not exclude themselves from the settlement will release

any and all claims, rights, demands, liabilities, and causes of action of every nature and description during the Class Period, whether known or unknown, that were, or could have been, made by Target's employees who worked as Progression Team Members employed at Target's New Jersey Distribution centers at any time between August 6, 2019 and the date of final judgment in the Action and who have claims for allegedly unpaid wages or compensation of any kind, liquidated damages, penalties, attorneys' fees, costs, expenses, interest, settlement administrators costs, service awards, and any other monetary claims related to the payment of wages.

Ex. 1 ¶ 13. Class Members who do not exclude themselves from the settlement, upon distribution of Settlement Awards, will have released their claims. Ex. 1 ¶ 28.

IV. ARGUMENT

A. Legal Standards for Class Action Settlement Approval

To ensure class members receive sufficient notice of settlement, and the underlying settlement is "fair, reasonable, and adequate," federal courts must approve class action settlements. Fed. R. Civ. P. 23(e)(2). Approval of a class action

settlement entails a two-step process.

First, courts make a preliminary determination addressing the settlement's fairness. Once a court preliminarily determines a class-wide settlement is fair, class members are then notified about the settlement and a final fairness hearing is scheduled.

Preliminary approval merely “establishes an initial presumption of fairness,” *In re GMC Pick-Up Truck Fuel Tank Prod. Liab. Litig.*, 55 F.3d 768, 785 (3d Cir. 1995), and confirms “the proposed settlement does not disclose grounds to doubt its fairness or other obvious deficiencies.” *Automotive Refinishing*, 2003 U.S. Dist. LEXIS 4641, at *2-3. For preliminary approval, “the question is not whether the settlement merits final approval but whether it ‘discloses grounds to doubt its fairness or other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys, and whether it appears to fall within the range of possible approval.’” *Hanlon v. Palace Ent. Holdings, LLC*, No. 11-987, 2012 U.S. Dist. LEXIS 364, *14 (W.D. Pa. Jan. 3, 2012) (quoting *Mehling v. New York Life Ins. Co.*, 246 F.R.D. 467, 472 (E.D. Pa. 2007)).

Second, at the final fairness hearing, courts undertake a more thorough evaluation of the settlement's fairness, reasonableness, and adequacy. *See In re: Automotive Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 U.S. Dist.

LEXIS 29163, at *2-5 (E.D. Pa. May 10, 2004). More specifically, courts must consider the factors outlined in Rule 23(e)(2), which states:

- (2) *Approval of the Proposal.* If the proposal would bind class members, the court may approve it only after a hearing and only on finding that it is fair, reasonable, and adequate after considering whether:
- (A) the class representatives and class counsel have adequately represented the class;
 - (B) the proposal was negotiated at arm's length;
 - (C) the relief provided for the class is adequate, taking into account:
 - (i) the costs, risks, and delay of trial and appeal;
 - (ii) the effectiveness of any proposed method of distributing relief to the class, including the method of processing class-member claims;
 - (iii) the terms of any proposed award of attorney's fees, including timing of payment; and
 - (iv) any agreement required to be identified under Rule 23(e)(3); and
 - (D) the proposal treats class members equitably relative to each other.

B. Preliminary Approval is Warranted

There are several reasons supporting preliminary approval.

First, like other jurisdictions, the Third Circuit recognizes a strong public policy in favor of settlements because “they promote the amicable resolution of disputes and lighten the increasing load of litigation faced by courts.” *D.R. by MR. v. East Brunswick Bd. of Educ.*, 109 F.3d 896, 901(3d Cir. 1997). Additionally, this

arm's length settlement, a requirement of Rule 23(e)(2)(B), was overseen by Magistrate Judge King at an in-person settlement conference. *See In re Nat. Football League Players' Concussion Injury Litigation*, 307 F.R.D. 351, 377 (E.D. Pa. 2015) ("presence of mediator helps guarantee class members claims are not compromised"). Moreover, the Parties' settlement promotes good public policy and judicial economy because it resolves a pending case on behalf of a potential class of approximately 13,700 Class Members and avoids a jury trial and subsequent appeal.

Second, as discussed in section III above, the settlement is fair and reasonable. The specific amount each Class Member will receive is to be determined and distributed on a *pro rata* basis. This approach ensures each Class Member receives a fair share of the settlement amount in proportion to the amount of hours worked by each of them, thus satisfying Rule 23(e)(2)(D), which mandates the proposed settlement equitably treats class members. Further, Plaintiff's damages expert calculated Class Members' aggregate unpaid back wages to be approximately \$4.3 million. The Global Settlement Fund exceeds that number, underscoring this settlement is fair, reasonable, and adequate. Notably, a defendant's relative financial resources do not render a settlement unreasonable. *See Tower v. Portuguese, S.A.*, No. 22-cv-6746, U.S. Dist. LEXIS 77128, at *24-25 (D.N.J. April 22, 2025) (citations omitted).

Third, this settlement enables Plaintiff and the Class Members to avoid significant litigation risks and costs. Because the Parties filed competing summary judgment motions, Plaintiff risked a null result and Target risked incurring potential liability. The Parties all bore significant risk. Moreover, those risks included additional delay of this action filed nearly three years ago, as well as costs, associated with subsequent litigation and appeal. Accordingly, Rule 23(e)(2)(C)(i) is satisfied because the Parties' settlement considers the costs, risks, and potential delays of appeal.

Fourth, although the Court will consider the requested service award and attorneys' fees and costs after a review of Plaintiff's fee petition in conjunction with final approval, it is notable neither request falls outside of the norm.

The requested \$10,000 Service Award (Ex. 1 ¶ 23) falls in line with awards in similar cases. *See, e.g., Hall v. Adelphia, et al.*, No. 21-cv-01106 (D.N.J. Jan. 1, 2024) (O'Hearn, J.) ECF No. 82 at ¶ 3; *Schaub v. Chesapeake & Delaware Brewing Holdings*, No. 16-756, 2016 U.S. Dist. LEXIS 157203, *15 (E.D. Pa. Nov. 14, 2016) (awarding \$9,000 in tip-pooling class action); *Ford v. Lehigh Valley Rest. Group, Inc.*, No. 14-cv-00227, 2016 U.S. Dist. LEXIS 31732, at *2-3 (M.D. Pa. Mar. 10, 2016) (approving \$10,000 service award in tip-pooling class action); *Dominguez v. Galaxy Recycling, Inc.*, No. 12-7521, 2017 U.S. Dist. LEXIS 88855, at *26 (D.N.J. June 9, 2017) (same); *Copley v. Evolution Well Servs. Operating, LLC*, No. 20-CV-

01442, 2023 U.S. Dist. LEXIS 23452, at *11 (W.D. Pa. Feb. 10, 2023) (same); *Brown v. Progressions Behav. Health Servs., Inc.*, No. 16-6054, 2017 WL 2986300, at *7 (E.D. Pa. July 13, 2017) (same); *Myers v. Jani-King of Phila., Inc.*, No. 09-1738, 2019 U.S. Dist. LEXIS 144929, at *25 (E.D. Pa. Aug. 26, 2019) (same); *Hall v. Accolade, Inc.*, No. 17-3423, 2020 U.S. Dist. LEXIS 52632, at *26 (E.D. Pa. Mar. 24, 2020) (same).

At the final approval hearing, Class Counsel will ask the Court to approve the payment of the requested Service Award from the Global Settlement Amount because Plaintiff provided substantial assistance to Class Counsel in developing the claims in this case and throughout the litigation. Plaintiff was deposed, responded to written discovery, appeared at the settlement conference, and provided assistance to Class Counsel to pursue the legal claims and achieve this class-wide settlement on behalf of more than 13,700 absent Class Members. For these reasons, Plaintiff asserts the Service Award is reasonable and appropriate.

Class Counsel will request (1) a fee award of one-third (33 1/3 %) of the Global Settlement Amount, or \$1,533,33.33, and (2) reasonable expenses. To “prevent unjust enrichment of class counsel [and] to reward counsel’s successes and penalize their failures,” the percentage of recovery method for awarding attorneys’ fees is preferred in common fund situation such as presented here by the Parties’ settlement. *Dominguez v. Galaxy Recycling, Inc.*, No. 12-7521, 2017 U.S. Dist.

LEXIS 88855, at *19 (D.N.J. June 9, 2017) (citations omitted). To ensure transparency with Class Members, the amount of fees and expenses requested, a tailored estimate for each Class Member's gross Settlement Award (Ex. 1 ¶ 38), and the proposed Service Award are noted in the Parties' proposed settlement notice (Ex. 2). Although Class Counsel will support their fee request in a more fulsome fee petition accompanying a motion seeking final settlement approval, Plaintiff seeks an initial determination the fee and expense request is preliminarily approved, as set forth in the accompanying proposed order, particularly given this hard-fought litigation that has lasted almost three years.

The requested fees and expenses are fair, reasonable and appropriate. *See Maddy v. General Elec. Co.*, No. 14-490, 2017 WL 2780741, at *6-8 (D.N.J. June 26, 2017) (approving attorneys' fees in amount of one-third of settlement plus expenses in collective and class action lawsuit under FLSA and state's laws); *Kress v. Fulton Bank, N.A.*, No. 19-18985, 2021 U.S. Dist. LEXIS 259351, at *34 (D.N.J. Sep. 17, 2021) (same); *Brown v. Progressions Behav. Health Servs., Inc.*, No. CV 16-6054, 2017 WL 2986300, at *5-7 (E.D. Pa. July 13, 2017) (same) (citing *Brumley v. Camin Cargo Control, Inc.*, No. 08-1798, 2012 WL 1019337, at *12 (D.N.J. Mar. 26, 2012) ("The Third Circuit has noted that fee awards generally range from 19% to 45% of the settlement fund when the percentage-of-recovery method is utilized to assess the reasonableness of requested attorneys' fees."); *Bernhard v. TD Bank*,

N.A., No. 08-4392, 2009 U.S. Dist. LEXIS 92308, at *5 (D.N.J. Oct. 5, 2009) (granting preliminary approval, and ultimately final approval of attorneys' fees in the amount of one-third of the total settlement); *Beuregard v. Hunter*, 2019 U.S. Dist. Lexis 23233, at *28-29 (D.N.J. Sept. 27, 2019) (noting requested attorneys' fees in the amount of 33 1/3% of the settlement amount was reasonable because "they are far less than the amount to which counsel are entitled under their retainer agreement, and the work performed to effectuate this settlement has been substantial."); *Hall v. Adelphia, et al.*, No. 21-cv-01106 (D.N.J. Jan. 1, 2024) (O'Hearn, J.) ECF No. 82 at ¶ 5 (preliminarily approving one-third of settlement amount as reasonable, and later approving the fee at final approval after consider Class Counsel's fee petition).

Accordingly, Class Counsel asks the Court to preliminarily approve their one-third fee petition and, in addition, expenses approximating \$300,000 because they are reasonable. *See In re HealthEC LLC Data Breach Litig.*, 2025 U.S. Dist. LEXIS 107723, at *34-35 (collecting cases approving one-third of the settlement amount in fees and finding 34% of a \$5,482,500 class action settlement—*i.e.*, \$1,864,050—plus expenses was preliminarily reasonable).

Class Counsel devoted substantial resources to prosecute Plaintiff's claims. Plaintiff submits Class Counsel's and Plaintiff's efforts to prosecute this case satisfy Rule 23(e)(2)(A)'s requirement of adequate representation of the Class, and Rule

23(e)(2)(C)(iii) which recognizes “[e]xamination of the attorney-fee provisions may also be valuable in assessing the fairness of the proposed Settlement.” Fed. R. Civ. P. 23 Advisory Committee Notes (Dec. 1, 2018). Notably, the Court already recognized Plaintiff and Class Counsel’s adequacy in its order and accompanying opinion granting class certification. ECF Nos. 82-83.

Finally, there are no side agreements for this Court to review, only the Parties’ Release and Settlement Agreement. Although Rule 23(e)(2)(C)(iv) requires parties to “file a statement identifying any agreement made in connection with the proposal,” No such statement is required here because there are no such other agreements.

In sum, the Parties’ settlement warrants preliminary approval because it does not “disclose[] [any] grounds to doubt its fairness or [have any] other obvious deficiencies such as unduly preferential treatment of class representatives or segments of the class, or excessive compensation of attorneys,” and “it appears to fall within the range of possible approval.” *NFL I*, 301 F.R.D. at 197-98.

C. The Notice Plan Should Be Approved

When a class action lawsuit is settled for damages, “[t]he court must direct notice in a reasonable manner to all class members who would be bound by the proposal.” Fed. R. Civ. P. 23(e)(1). “[N]otice by first-class mail . . . has long been considered to satisfy due process in the class action context.” *Dugan v. Towers*,

Perrin, Forster & Crosby, Inc., No. 09-CV-5099, 2013 WL 5330116, at *5 (E.D. Pa. Sept. 24, 2013). In *Caddick v. Tasty Baking*, notice was effectuated by mail (granting preliminary approval of class-wide settlement of New Jersey wage claims and FLSA claims). *Caddick*, 21 U.S. Dist. LEXIS 70016, at *26-27.

To satisfy due process, notice to class members must be “reasonably calculated under all the circumstances, to apprise interested parties of the pendency of the action and afford them an opportunity to present their objections.” *LaChance v. Harrington*, 965 F. Supp. 630, 636 (E.D. Pa. 1996) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 314 (1950)). The form of notice must accomplish this purpose as required by Fed. R. Civ. P. 23(c)(2) and 23(e). Furthermore, “[a]lthough the notice need not be unduly specific . . . the notice document must describe, in detail, the nature of the proposed settlement, the circumstances justifying it, and the consequences of accepting and opting out of it.” *In re Diet Drugs Prod. Liab. Litig.*, 369 F.3d 293, 308-10 (3d Cir. 2004) (internal quotations omitted).

Here, the Notice plan warrants Court approval because it meets these standards. Ex. 2. Within twenty (20) calendar days after the Court preliminarily approves the Parties’ settlement, the Settlement Administrator shall mail the notice by First Class U.S. mail to each Class Member. Ex. 1 ¶ 38.

The Settlement Administrator will use its best efforts to confirm the accuracy of the addresses of each Class Member as necessary. If a notice is returned as undeliverable, the Settlement Administrator will perform a skip trace and, if it obtains a more recent address, resend the notice by First-Class U.S. Mail. The notice advises Class Members that any questions should be directed to the Settlement Administrator or Class Counsel.

Within sixty (60) days from mailing the notice, Class Members who want to be excluded from the Settlement Class must provide the Settlement Administrator with a request to opt-out, which will then be provided to Class Counsel and Defendant's counsel. Ex. 1 ¶ 41. Class Members who do not exclude themselves from the settlement will also have the opportunity to object to the Settlement by submitting to the Settlement Administrator a Notice of Objection post marked no later than sixty (60) days before the Final Fairness Hearing. Subject to any Order issued by the Court, failing to make objections in a timely manner will result in a waiver of any and all objections. Ex. 1 ¶ 42; Ex. 2.

Plaintiff proposes the Court appoint Epiq as the Settlement Administrator. Ex. 3. Epic estimates the costs associated with the notice plan, as well as related administration services, will be \$153,376. Kocher Decl. ¶ 6. Epiq will work under the direction of Class Counsel and counsel for Defendant to implement the notice program this Court approves and directs.

“Several courts in this District have found Epiq to be a sufficient claims administrator.” *Tower*, 2025 U.S. Dist. LEXIS 77128, at *31 (approving Epiq); *id.* at n. 5 (collecting cases); *see also Kostka v. Dickey’s Barbecue Rests., Inc.*, No. 20-cv-03424-K, 2022 U.S. Dist. LEXIS 188186, at *44 (N.D. Tex. Oct. 14, 2022) (“Indeed, many courts throughout the country have appointed Epiq to be settlement administrator in large, complex, class action cases.”).

D. CAFA Notice is Required and Will be Timely Provided

CAFA requires notice of a proposed settlement to be served on “the appropriate Federal official” and the “appropriate State official” within “[n]ot later than 10 days after a proposed settlement of a class action is filed in court.” 28 U.S.C. § 1715(b). The Settlement Agreement provides for CAFA notice to be given by the Settlement Administrator after this motion is filed. Ex. 1 ¶ 37.

E. The Court Should Set a Final Approval Hearing

Pursuant to Rule 23(e), following notice, courts conduct a fairness hearing wherein all interested parties have an opportunity to be heard. Following this hearing, the Court will determine the fairness and adequacy of the Settlement. *See In re Auto. Refinishing Paint Antitrust Litig.*, MDL No. 1426, 2004 U.S. Dist. LEXIS 29163, at *2-5, 11 (E.D. Pa. May 10, 2004).

The Parties ask the Court to set a fairness hearing more than 90 days after CAFA notice, pursuant to 28 U.S.C. § 1715(d), wherein the Court may consider,

among other things, whether to grant final approval of the terms of the Parties' Release and Settlement Agreement, whether to grant Class Counsel's request for attorneys' fees and expenses, whether to award Plaintiff \$10,000 for her services as a class representative, as well as any objections made by Class Members regarding the Parties' settlement. The Court should also set the deadlines: (a) for Settlement Members to exclude themselves from the settlement and (b) for objectors to submit and file any objections in advance of the fairness hearing. The Parties have agreed, with respect to requests for exclusions, this date should be sixty (60) days after notice is initially sent, and for Class Members' objections, the deadline should be sixty (60) days before the Final Fairness Hearing.

V. CONCLUSION

For the above reasons, Plaintiff respectfully suggests the Court should grant this unopposed Motion and enter the accompanying proposed order granting preliminary approval of the settlement, authorizing the dissemination of the settlement notice, and scheduling a date for the Final Fairness Hearing.

Respectfully submitted,

Dated: October 24, 2025

By: /s/ Charles J. Kocher

Charles J. Kocher, Esq. (NJ ID 016952004)

Tyler J. Burrell, Esq. (NJ ID 377942021)

Gaetano J. DiPersia, Esq. (NJ ID 442152023)

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Class Counsel

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KRYSTAL SADLER, on behalf of
herself, individually and all similarly
situated individual,

Plaintiffs,

v.

TARGET CORPORATION,

Defendant.

Civ. No.: 1:23-cv-00030-CPO-SAK

DECLARATION OF CHARLES J. KOCHER, ESQ.

CHARLES J. KOCHER, ESQ., of full age, does hereby certify as follows:

1. I am an attorney-at-law of the State of New Jersey and am a Partner with McOmber McOmber & Luber, P.C. I represent Krystal Sadler (“Plaintiff”) and the Class. I am the attorney of record and I have handled the above-captioned matter commencing before the filing of the Complaint through and including the present time.

2. I make this Declaration in support of Plaintiffs’ Unopposed Motion for Preliminary Approval of the Class Settlement.

3. **Exhibit 1** is a true and accurate copy of the fully executed Agreement and Release.

4. **Exhibit 2** is a true and accurate copy of the agreed upon Proposed Notice of Settlement.

5. **Exhibit 3** is a true and accurate copy of the brochure for Proposed Settlement Administrator, Epiq.

6. The costs associated with the Proposed Notice Plan as well as related administrative services are estimated to be approximately \$153,376.

Pursuant to 28 U.S.C. §1746, I hereby declare under penalty of perjury under the laws of the United States of America that the foregoing statements made by me are true and correct.

McOMBER McOMBER & LUBER, P.C.

/s/ Charles J. Kocher
Charles J. Kocher, Esq.

Dated: October 24, 2025

EXHIBIT 1

AGREEMENT AND RELEASE

Subject to Court approval, Krystal Sadler (the “Plaintiff”) individually, and on behalf of a class of others, Target Corporation (“Target”), and any of its officers, directors, members, owners, affiliates, divisions, employees, representatives, corporate parents, corporate siblings, subsidiaries, assigns, privies, attorneys, representatives, administrators, fiduciaries, predecessors, and successors (collectively “Defendant”), have entered into this Agreement and Release (this “Agreement”) to settle all issues between them in the case captioned *Krystal Sadler, et al. v. Target Corporation*, Civil Action No. 1:23-CV-00030-CPO-SAK, pending in the United States District Court for the District of New Jersey (the “Action”). The signatories to this Agreement are jointly referred to as the “Parties.”

RECITALS

A. In the Lawsuit, Plaintiff asserts, on her own behalf, and on behalf of others, Target violated New Jersey law by failing to pay them for unpaid time worked at Target’s New Jersey distribution centers.

B. The Settlement Class Members (as defined below), and Target have litigated this Action by, among other things, filing pleadings, engaging in scheduling, and planning with the Court, making required disclosures, engaging in discovery, including depositions, undertaking expert discovery, briefing class action certification and summary judgment, and attending a settlement conference facilitated by Magistrate Judge Sharon A. King.

C. Counsel for the Parties recognize there are numerous disputed issues of fact and law relating to the claims asserted in the Action, there will be further expense and time necessary to prosecute and defend the Action through trial, and potential appeals, as well as risks, uncertainty, and costs associated with continued litigation, and thus a settlement on the terms set forth in this Agreement, is fair, reasonable, and adequate, and in the Parties’ best interests, as long as neither

this Agreement, nor any document referred to, or contemplated, in this Agreement, nor any action taken to carry out this Agreement, may be construed as, or may be used as, an admission, concession, or indication by, or against Defendant, of any fault, wrongdoing, or liability of any kind, and the Agreement shall not be disclosed, referred to, or offered into evidence against Defendant in any further proceeding in this Action, or in any other civil, criminal, or administrative action or proceeding, except for the purposes of settling the Action, or enforcing the settlement of the Action.

NOW THEREFORE, IT IS HEREBY AGREED, BY AND BETWEEN the Parties, the Action shall be settled, under the following terms and conditions:

DEFINITIONS

Whenever used in this Agreement, the terms set forth below shall have the following meanings:

1. For purposes of this Agreement, “Settlement Class Member(s)” means: (a) Plaintiff and (b) all Progression Team Members who have been employed as hourly, non-exempt workers at any of Target’s New Jersey distribution centers at any time from August 6, 2019 through the date of the Final Approval Order.
2. “Class Counsel” means Charles J. Kocher, Tyler J. Burrell, and Gaetano J. DiPersia of McOmber McOmber & Luber, P.C.
3. “Class Representative” means Plaintiff Krystal Sadler.
4. “Settlement Notice” means the notice of settlement approved by the Court.
5. “Class Period” refers to the period from August 6, 2019 through the date of the Final Approval Order.
6. “Court” means the United States District Court for the District of New Jersey.

7. “Final Approval Order” means the Court’s Order Granting Final Approval of Class Action Settlement.

8. “Global Settlement Fund” means an amount not to exceed Four Million Six Hundred Thousand Dollars and 00/100 cents (\$4,600,000.00), which is the total amount available for: (1) payment to Settlement Class Members, including any Service Award for the Class Representative, (2) payment to Class Counsel for attorneys’ fees, expenses, and costs, and (3) payment for settlement administration costs. The Global Settlement Fund does not include employer tax obligations arising from the Settlement, which Target shall separately pay.

9. “Net Settlement Fund” means the portion of the Global Settlement Fund available for payments to Settlement Class Members regarding their alleged damages, after deducting any approved Service Award, all attorneys’ fees, costs, expenses, and settlement administration costs.

10. “Settlement” means the parties’ resolution of the Action.

11. “Releasees” means Defendant and any of its officers, directors, members, owners, affiliates, divisions, employees, representatives, corporate parents, corporate siblings, subsidiaries, assigns, privies, attorneys, representatives, administrators, fiduciaries, predecessors, and successors.

12. “Plan of Allocation” means the apportionment from the Net Settlement Fund available to each Settlement Class Member based on a *pro rata* share, *e.g.* based on the number of each Settlement Class Member’s shifts worked, or another objectively feasible measure, as determined by Class Counsel and approved by the Court in the Final Approval Order.

13. “Released Claims” means, with respect to the Class Representatives and the Settlement Class Members who do not timely opt out of the Settlement, any and all claims, rights, demands, liabilities, and causes of action of every nature and description during the Class Period,

whether known or unknown, that were, or could have been, made by Target's employees who worked as Progression Team Members employed at Target's New Jersey distribution centers at any time between August 6, 2019 and the date of final judgment in the Action and who have claims for allegedly unpaid wages or compensation of any kind, liquidated damages, penalties, attorneys' fees, costs, expenses, interest, settlement administrator costs, service awards, and any other monetary claims related to the payment of wages.

14. "Settlement Administrator" means, subject to approval by the Court, Epiq.

15. "Settlement Award" means the gross payment under the terms of this Agreement to each Settlement Class Member who does not timely opt out of the Settlement.

16. "Notice of Settlement" means the forms approved by Class Counsel and Defendant, subject to Court approval, which will be mailed, *via* first-class U.S. mail, to each Settlement Class Member to explain the settlement process.

17. "Service Award" is a separate payment to Plaintiff, as ordered by the Court, for her assistance in bringing, prosecuting, and settling claims in the Action, appearing at deposition, as well as at the settlement conference with Magistrate Judge King.

18. "Effective Date" means the first day following the last of the following occurrences: (a) the issuance of the Court's Final Approval Order; (b) if one or more objections has been made to final approval of the Settlement, the date on which the time to appeal the Final Approval Order has expired, with no appeal or other judicial review having been taken or sought; or (c) if an appeal of the Final Approval Order has been timely filed, the date the Final Approval Order is finally affirmed by an appellate court with no possibility of subsequent appeal or other judicial review, or the date the appeal(s) or other judicial review are finally dismissed with no possibility of subsequent appeal or other judicial review.

NO ADMISSION OF LIABILITY BY DEFENDANT

19. Defendant denies liability or wrongdoing of any kind associated with the claims alleged in the Action. Consequently, this Agreement is a compromise, and shall not be construed as, or deemed, an admission of liability, culpability, negligence, or wrongdoing by Defendant or the Released Parties for any purpose, and under any circumstance. Defendant has not conceded any claims or defenses that were, or could have been, raised in the Action. This Agreement, as well as the negotiations that occurred in connection with its creation, shall not constitute evidence with respect to any issue, or dispute, in any lawsuit, legal proceeding, or administrative proceeding, except for legal proceedings concerning the enforcement or interpretation of this Agreement. The Parties merely negotiated and reached the Settlement to avoid further disputes and litigation and the attendant inconvenience and expense.

SETTLEMENT PAYMENT TERMS AND CONDITIONS

20. In exchange for the release of claims in Paragraph 13, the Settlement Administrator will calculate and pay to each Settlement Class Member who does not timely opt out of the Settlement, a Settlement Award based on the Plan of Allocation.

21. For tax purposes, Settlement Awards paid to Settlement Class Members shall be treated as (a) one-third (1/3) payable as wages under an IRS Form W-2, with all required and authorized deductions, including income taxes, withheld from such payments, and (b) two-thirds (2/3) payable as interest under an IRS Form 1099, with nothing withheld from such payments. In addition to the Global Settlement Fund, Target shall pay for employer-side payroll taxes, and any over-estimated payroll taxes, as determined by the Settlement Administrator, shall belong to Target. The Settlement Class Members will be responsible for any tax liability arising from the

allocation of the Global Settlement Fund as attorneys' fees, costs, and expenses, a Service Award, as well as taxable wage income and taxable non-wage income.

22. Any payments issued by the Global Settlement Fund under this Agreement that are not negotiated within one-hundred eighty (180) days of issuance will be null and void, the amount of such payments shall belong to Defendant, and the Settlement, including Paragraph 13 of this Agreement, shall remain binding on the Parties, including all Settlement Class Members.

23. Class Counsel may apply to the Court for an award of Ten Thousand and 00/100 Dollars (\$10,000.00) to Plaintiff as a Service Award. The Service Award shall be in addition to the share to which Plaintiff is otherwise entitled under Paragraph 20 of this Agreement and shall be payable from the Global Settlement Fund. Any Service Award approved by the Court and paid Plaintiff under this Agreement, shall be payable under an IRS Form 1099, with nothing withheld from such payment. Any amounts not approved for the requested Service Award will be paid to the Settlement Class as part of the Net Settlement Fund.

24. Payments made under this Agreement shall not be considered wages for purposes of calculating, or recalculating, benefits provided by, or to, Target's or Defendant's employees and their beneficiaries under the terms of conditions of any benefit plan maintained by Target or Defendant for the benefit of their employees and their beneficiaries.

25. The Settlement Class and Defendant expressly agree to undertake risks that intervening developments in the law may materially strengthen or weaken their respective claims and defenses in the Action and they have agreed to resolve the Lawsuit despite such risks.

ATTORNEYS' FEES, COSTS, AND EXPENSES

26. Class Counsel will seek, and Target will not oppose, an order from the Court directing the Settlement Administrator to pay Class Counsel's fees, costs, and expenses out of the

Global Settlement Fund, in an amount up to one-third (1/3) of the Global Settlement Fund for attorneys' fees, as well as an approximate estimate of \$300,000.00 in litigation costs and expenses including the estimated costs of notice and administration through final approval. Defendant will not contest this application, although Defendant shall have the right to review and propose revisions, in good faith, to such submission; if any of Defendant's proposed revisions are rejected, Defendant reserves the right to file a response to Plaintiff's motion applying for approval of the payment of the Class Counsel's attorneys' fees, costs, and expenses to be paid from the Global Settlement Fund. Any attorneys' fees, costs, and expenses approved by the Court will be paid from the Global Settlement Fund. Any amounts not approved will be allocated and paid to the Settlement Class Members as part of the Net Settlement Fund.

27. Within 21 business days of the Effective Date of this Agreement, Class Counsel shall receive a check for attorneys' fees, costs, and expenses approved by the Court. The check shall be sent to McOmber McOmber & Luber, P.C., 50 Lake Center Drive, Suite 400, Marlton New Jersey 08053. All attorneys' fees, costs, and expenses referenced in this Paragraph shall be paid from the Gross Settlement Fund.

RELEASE

28. Upon distribution of Settlement Awards under Paragraph 21 of this Agreement, each Settlement Class Member who does not opt out of the Settlement shall be deemed to, and shall actually have, released, and discharged, all Releasees with respect to all Released Claims. This release shall remain binding on all Settlement Class Members who do not opt out of the Settlement, even if one or more Settlement Class Members fails to negotiate any payments under this Agreement, or any Settlement Class Members cannot be located within one-hundred eighty (180) days of the date Settlement Awards are initially distributed under this Agreement.

29. Each Settlement Class Member shall be deemed to, and shall actually have, knowingly and voluntarily, waived, released, discharged, and dismissed the Released Claims, with full knowledge of any, and all, rights they may have, and thereby assume the risk of any mistake in fact, or with regard to any facts which are now unknown to them.

30. All Settlement Class Members who have not opted out of this Settlement shall not participate in any personal recovery in any action commenced on his, or her, behalf by any federal or state agency that, in any way, arises out of, or relating to, the matters asserted in the Action.

PARTIES' AUTHORITY

31. The signatories to this Agreement represent they are fully authorized to enter into, and bind, the Parties to the terms and conditions of this Agreement.

32. The Parties acknowledge they have been, throughout the Action and all negotiations preceding the execution of this Agreement, represented by competent, experienced counsel, and this Agreement is made with the consent and advice of counsel who have jointly prepared this Agreement.

SETTLEMENT ADMINISTRATION

33. The Parties agree to use their best, reasonable efforts, and to fully cooperate with each other to implement and effectuate the terms of this Agreement.

34. Class Counsel will prepare, and Defendant's counsel retains the right to review and revise, in good faith, a Motion for Preliminary Approval of Class Action Settlement. Defendant's counsel will prepare a Settlement Notice. The Parties will file with the Court the Motion for Preliminary Approval of Class Action Settlement, which will attach a fully signed copy of this Agreement and the proposed Settlement Notice.

35. The Parties agree to retain a Settlement Administrator. The Parties further agree the Settlement Administrator's fees and expenses shall be paid from the Global Settlement Fund. Any Settlement Administrator's fees and expenses that are not approved for payment to the Settlement Administrator will be paid to Settlement Class Members as part of the Net Settlement Fund. All funds transferred to the Settlement Administrator shall be maintained in a Qualified Settlement Fund, within the meaning of Section 468B of the Internal Revenue Code of 1986, as amended, and Treas. Reg. Section 1.468B-1, *et seq.*, which the Settlement Administrator shall establish. The Qualified Settlement Fund shall be administered by the Settlement Claims Administrator, subject to the ultimate authority of the Court. The Settlement Administrator shall serve as Trustee of the Qualified Settlement Fund and shall function as a fiduciary with respect to the handling, management, and distribution of the Qualified Settlement Fund, including handling tax-related issues and payments. The Settling Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

36. Within fourteen (14) calendar days after the Court's preliminary approval of the Agreement, Defendant will provide to the Settlement Administrator a file listing the names, Social Security Numbers ("SSN"), last known addresses of all Settlement Class Members, and time and pay for work at Target at its New Jersey distribution centers during the Class Period sufficient for Class Counsel and the Settlement Administrator to perform the *pro rata* analysis and make Settlement Award Payments, and, as reasonably requested by the Settlement Administrator, any information necessary for determining tax amounts and issuing Forms 1099.

37. The Settlement Administrator will issue all Settlement Awards and related IRS Forms W-2 and 1099, and prepare, and distribute, all notices required to third parties under the Class Action Fairness Act ("CAFA"), and, specifically, 28 U.S.C. § 1715.

38. Within twenty (20) calendar days after the Court preliminarily approves this Agreement, the Settlement Administrator will distribute to each Settlement Class Member by first-class U.S. mail, postage prepaid, a Settlement Notice. The Settlement Notice to each Settlement Class Member will include his or her estimated *pro rata* settlement share. A copy of the Settlement Notice is attached as Exhibit A.

39. Any Settlement Notices returned undeliverable shall be traced to obtain a new address and be re-mailed by first-class U.S. mail.

OPTING OUT AND OBJECTIONS

40. The Settlement Notice shall include information about how a Settlement Class Member may opt out of the Settlement, as well as the potential implications of doing so.

41. Settlement Class Members seeking to exclude themselves from the Settlement must provide to the Settlement Administrator a timely request to opt out of the Settlement. Opt-out requests must be postmarked no later than sixty (60) days from the mailing of the Notice of Settlement. Upon their receipt, the Settlement Administrator will provide copies of all timely opt-out requests to Class Counsel and Defendant's counsel.

42. The Settlement Notice shall also provide that Settlement Class Members who wish to object to the Settlement must mail to the Court's Clerk a written statement of objection ("Notice of Objection"), postmarked no later than sixty (60) days before the Final Fairness Hearing conducted by the Court, with a copy to Class Counsel and Counsel for Defendant. Subject to court approval, the Notice of Objection must state: (a) the full name, address, telephone number, and last four digits of the Security Social Number of the person objecting; (b) the basis for the objection, and (c) a reference to Civil Action No. 1:23-CV-00030-CPO-SAK. Settlement Class Members who fail to make objections in the manner specified above shall be deemed to have

waived any objections and shall, subject to any order issued by the Court, be foreclosed from making any objection (whether by appeal or otherwise) to the Agreement.

43. If five percent (5.0%) more of the Settlement Class Members opt out of the Settlement Defendant may, at its sole discretion, rescind the Settlement, Defendant's obligations under this Agreement will cease to have any force and effect, this Agreement will be vacated, null, void, and cancelled, the Parties will return to the *status quo ante* as if they had not entered into the Settlement, and the Settlement, and all negotiations and proceedings related to the Settlement, will be without prejudice to the rights of the Parties, and evidence of the Settlement, negotiations, and proceedings will be inadmissible and will not be discoverable.

FINAL SETTLEMENT APPROVAL

44. Class Counsel will prepare a joint motion for final approval of the Settlement with Defendant having the right to review and revise, in good faith, such submission. The joint motion for final approval of the Settlement will include all that is required under Federal Rules of Civil Procedure, Rule 23(e)(2), as well as the following proposed orders:

- a. An Order Granting Final Approval to the Settlement, adjudging the terms of the Settlement to be fair, reasonable, and adequate, and directing consummation of its terms and provisions;
 - b. An order dismissing this action on the merits, with prejudice, in accordance with the terms of this Agreement;
 - c. An Order setting a Final Fairness Hearing conducted by the Court with sufficient time for the Parties and the Settlement Administrator to comply with the Class Action Fairness Act, 28 U.S.C. § 1711, *et seq.*;
- and

d. An Order approving Service Awards to the Class Representatives.

45. The Order for Final Approval of Settlement and Final Judgment will, subject to Court approval:

- a. Dismiss with prejudice all claims against Target from the Action;
- b. Declare all Settlement Class Members, except those who affirmatively opt out, are bound by the release of claims described in this Agreement;
and
- c. Reserve jurisdiction over the construction, interpretation, implementation, and enforcement of the Settlement and administration and distribution of payments made under this Agreement.

DISTRIBUTION OF SETTLEMENT PAYMENTS

46. Within fourteen (14) days of the Effective Date, Defendant shall deposit with the Settlement Administrator an amount sufficient to make all payments due under the Agreement.

47. The Parties agree the Settlement Administrator will be responsible for issuing all Settlement Awards and the Service Award, if any, by way of negotiable instrument from the Global Settlement Fund, W-2 Forms, W-9 Forms (if required), and 1099 Forms.

NOTICES

48. Unless otherwise specifically provided in this Agreement, all notices, demands, or other communications given under this Agreement shall be in writing, and shall be deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To the Class Representative or Settlement Class Members:

Charles J. Kocher
McOmber McOmber & Luber, P.C.
50 Lake Center Drive, Suite 400
Marlton, NJ 08053
cjk@njlegal.com

To the Defendant:

Patrick F. Hulla
Ogletree, Deakins, Nash, Smoak & Stewart, P.C.
700 West 47th Street, Suite 500
Kansas City, MO 64112
patrick.hulla@ogletreedeakins.com

OTHER TERMS

49. If the Court unexpectedly rejects this Agreement, the Parties agree to work in good faith to resolve any differences they may have regarding any revised agreement to be re-submitted to the Court; if the Parties are unable to resolve any such differences on their own, the Parties further agree to reengage Magistrate Judge King to attempt to resolve any disputes about the terms and conditions of any revised agreement to be re-submitted to the Court.

50. The Parties agree to waive all appeals, and to stipulate to final certification of the Rule 23 claims, but only for purposes of implementing the Settlement.

ENTIRE AGREEMENT

51. This Agreement constitutes the entire agreement between the Parties about the subject matters addressed in this Agreement. No extrinsic, oral, or written representations or terms shall modify, vary, or contradict the terms of this Agreement.

52. If there is a conflict between this Agreement and any other document related to the Settlement, the Parties intend for this Agreement to control.

MISCELLANEOUS

53. This Agreement may be executed in counterparts, and when the counterparts are signed and delivered, each counterpart shall be deemed an original, and, when taken together, shall constitute one agreement, which shall be binding on, and effective as to, all of the Parties.

54. This Agreement shall be binding on, and inure to the benefit of, Defendant's successors, as well as each Settlement Class Member who does not opt out of the Settlement.

55. The Parties believe the Settlement is fair, reasonable, and adequate, and have arrived at the Settlement after protracted litigation, and through considerable arms-length negotiations, including an in-person settlement conference with Magistrate Judge King on June 25, 2025, considering all relevant factors, both present and potential.

56. Except in writing, and signed by Class Counsel and Defendant's counsel, this Agreement and its attachments may not be changed, altered, or modified.

57. The descriptive headings of any sections of this Agreement are only inserted for convenience or reference, and do not constitute a part of this Agreement.

[Remainder of Page Intentionally left Blank. Signatures Appear on the Following Page.]

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date indicated below:

Dated: Oct 9, 2025

By: 
Sr Director and AGC
On behalf of Defendant

Dated: 10/1/2025 | 8:48 AM PDT, 2025

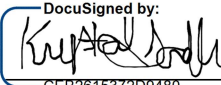
DocuSigned by:

By: Krystal Sadler
CEB2615372D9480...

EXHIBIT 2

NOTICE OF SETTLEMENT

Sadler v. Target Corporation

No. 23-cv-00030 (D.N.J.)

United States District Court, District of New Jersey

TO: *[INSERT NAME]*

YOU ARE COVERED BY THE SETTLEMENT OF THIS CLASS/COLLECTIVE ACTION LAWSUIT.

THE UNITED STATES DISTRICT COURT HAS AUTHORIZED THIS NOTICE FORM, WHICH SUMMARIZES THE TERMS OF THE SETTLEMENT AND EXPLAINS YOUR RIGHTS UNDER THE SETTLEMENT.

PLEASE CAREFULLY READ THIS DOCUMENT.

WHAT IS THIS LAWSUIT ABOUT?

Plaintiff alleges Progression Team Members who have been employed by Target at its New Jersey distribution centers at any time since August 6, 2019 were not paid for all time worked, including pre- and post-shift time spent walking at the distribution centers. Target denies all of Plaintiff's material allegations. After good-faith negotiations, in which both sides recognized the substantial risk of an uncertain outcome and delay, the Parties agreed to settle the Action.

WHO REPRESENTS THE SETTLEMENT CLASS?

Plaintiff and other Settlement Class Members who do not exclude themselves from the settlement are represented by Class Counsel Charles J. Kocher, Tyler J. Burrell, and Gaetano J. DiPersia of McOmber McOmber & Luber, P.C., 50 Lake Center Dr., Suite 400, Marlton New Jersey 08053; Phone: **[INSERT]**

HOW DO THE LAWYERS AND PLAINTIFF GET PAID?

Class Counsel has worked on the lawsuit without yet receiving any payments for their time or out-of-pocket expenses. Under the settlement, Class Counsel will ask the Court for attorneys' fees and expenses, which will not exceed one-third of the settlement amount of \$4,600,000.00—*i.e.*, \$1,533,333.33, plus expenses. The Court has not yet approved these requested fees and expenses. Just like you, Plaintiff will receive a pro rata settlement payment. In addition, Plaintiff may ask the Court to award her an additional service payment, not to exceed \$10,000, in recognition of the work and services she contributed to the case. If approved by the Court, this service payment will be made from the total settlement amount.

WHAT DOES THE SETTLEMENT PROVIDE?

The Court will decide whether the settlement is fair, reasonable, and adequate. If the Court approves the settlement, \$4,600,000.00 will be distributed to Plaintiff, Settlement Class Members, Class Counsel, and the Settlement Administrator. For tax purposes, Settlement Awards paid to each Settlement Class Member shall be treated as (a) one-third (1/3) for taxable wage income under an IRS Form W-2, with all required and authorized deductions, including income taxes, withheld from such payments, and (b) two-thirds (2/3) for taxable non-wage income under an IRS Form 1099, with nothing withheld from such payments. In addition to the Global Settlement Fund, Target shall pay for employer-side payroll taxes. Any over-estimated payroll taxes, as determined by the Settlement Administrator, shall belong to Target. The Settlement Class Members will be responsible for any tax liability arising from the allocation of the Global Settlement Fund.

Your individual payment amount was determined on a pro rata basis using Target's pay records. Your estimated pro-rata share of the Settlement is \$[INSERT].

If you have questions about your payment amount, please contact the Settlement Administrator.

If this Notice Form is addressed to you, you are covered by the settlement, and ***you do not need to do anything to receive a settlement payment.*** The payment will not be made unless, and until, the Court approves the settlement.

If you do not exclude yourself from the settlement, you will release and forever discharge Target and other Releasees of any and all Released Claims (as defined in the Settlement Agreement), known or unknown, arising from, of or in any way relating to, the facts or claims alleged in the lawsuit.

HOW CAN I OBJECT TO THE SETTLEMENT?

If you believe the settlement is unfair or should not be approved by the Court, and you do not exclude yourself from the settlement, you can object. To object to the settlement, you must send to the Claims Administrator a written objection. The objection must set forth your full name, address, telephone number, last four digits of your SSN; the basis for your objection, and a reference to Civil Action No. 1:23-CV-00030-CPO-SAK. Settlement Class Members who fail to make objections in the manner specified above may be deemed to have waived any objections and shall, subject to any order issued by the Court, be foreclosed from making any objection (whether by appeal or otherwise) to the Agreement. To be valid, your objection ***must be postmarked on or before [60 days from date printed on Notice Form]*** and must be mailed to: ***[Settlement Administrator designated Address]***.

WHEN AND WHERE WILL THE COURT APPROVE THE SETTLEMENT?

The Court will hold a hearing to decide whether to approve the settlement. Although you are welcome to attend the hearing, you are not required or expected to attend. The hearing will take place on [Date] at [Time] in Courtroom 5A of the Mitchell H. Cohen Building & U.S. Courthouse, 4th & Cooper Streets, Camden, NJ 08101. At the hearing, the Court will consider whether the settlement is fair and should be approved. The Court will also consider any written objections to the settlement and will hear from any Settlement Class Members or their legal representatives. If you have not excluded yourself from the settlement and want to speak at the hearing, you must send a letter stating your desire to appear in person, or through counsel, at the hearing to the Court and to Class Counsel by [60 days from date on Notice Form]. Such notice of your intention to appear must include your full name, address, telephone number, and signature.

HOW DO I OBTAIN MORE INFORMATION?

This Notice Form summarizes the most important aspects of the proposed settlement. You can obtain further information by going to [Settlement website URL], by calling the Class Counsel, or by contacting the Settlement Administrator at [Claims Administrator's contact information].

FOR INFORMATION REGARDING THIS SETTLEMENT, DO NOT TELEPHONE THE COURT OR DEFENDANT'S COUNSEL.

Dated: _____, 2025 Approved: _____
J.

EXHIBIT 3

Notable Matters

Epiq delivers best-in-class people, technology and service for class action administration matters anywhere in the world—regardless of size or complexity.

Our reputation as the global leader in class action administration has been reinforced through the successful management of some of history's largest matters, including:

In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation

This \$6B+ settlement is one of the largest antitrust class action settlements of all time. Epiq received roughly 80 billion rows of data with 163 types of data columns in 180 distinct files. The aggregated data set is over 110 terabytes and is hosted in a PCI-compliant environment. Over a five-month period, this data was used to generate 21 million settlement notice mailings. This settlement is currently on appeal and therefore the claims process has not yet begun. However, in order to efficiently handle the anticipated claim volume, we implemented a pre-registration process that allows merchants to provide information to expedite the claims process prior to claim filing.

In re: Takata Airbag Products Liability Litigation

The settlement resolves claims that seven automobile manufacturers either manufactured, distributed, or sold certain vehicles containing allegedly defective airbag inflators manufactured by Takata Corporation and TK Holdings, Inc., that allegedly could, upon deployment, rupture and expel debris into the occupant compartment or otherwise affect the airbag's deployment, and that claimants sustained economic losses as a result. Epiq, initially acting as Notice Administrator, issued over 59 million notices. Post notice, Epiq has assisted the Settlement Special Administrator in the claim phase by managing the database which stores the notice population as well as monthly updated vehicle data from the defendants, and by processing over 3.5 million claims received via paper filing, mass filing, or online filing via a settlement website. To date, over \$112 million in settlement payments have been issued. Epiq is also the Claims Administrator for the Takata Airbag Tort Compensation Fund ("TATCTF") and Individual Restitution Fund ("IRF"). The TATCTF was established in connection with Takata's Chapter 11 Bankruptcy Plan of Reorganization to compensate individuals who suffered personal injury or wrongful death caused by the rupture or aggressive deployment of a Takata phase-stabilized ammonium nitrate airbag inflator. The IRF is an additional fund set up to compensate individuals who have been injured or suffered wrongful death as a result of a malfunctioning Takata Airbag Inflator. Epiq works closely with the Special Master/Trustee of the funds to review complex personal injury and wrongful death claims. To date, over 150 personal injury/wrongful death claimants have been compensated.

In re: Petrobras Securities Litigation

Epiq is the Court appointed claims administrator for the \$3 billion settlements of the *In re Petrobras Securities Litigation*. As part of the notice plan for this matter, Epiq mailed approximately 2 million notices and published the summary notice in 99 international, national, and regional media in 31 languages and in 33 countries/regions. Epiq received and processed approximately 265,000 claims for eligible securities that included Petrobras American Depository Common Shares (ADSs), Preferred ADS and approximately 40 different Notes. Epiq has conducted two distributions and has issued more than 95,000 payments for more than \$2.8 billion.

Premera Blue Cross Security Incident

In 2014, Premera Blue Cross was the target of an external criminal-cyberattack that could have accessed patient's personal information including names, addresses, birthdates, Social Security numbers and protected health information. In 2019, a settlement was reached establishing a \$32 million settlement fund to pay for credit monitoring services, provide cash payments for out-of-pocket losses, and time spent on the security incident. Epiq mailed over 8.6 million notices to class members and Hilsoft designed a media plan with notices appearing in the Wall Street Journal and geo-targeted online media. Final approval was granted in 2020 approving payment to more than 825,000 class members and offering free credit monitoring to more than 675,000 class members.

Notable Matters

In re: Volkswagen “Clean Diesel” Marketing, Sales Practices, and Products Liability Litigation

The lawsuit alleges that certain gasoline-powered luxury vehicles sold or leased in the United States were equipped with software that may have caused them to emit more carbon dioxide (CO₂) and obtain worse fuel economy on the road than they did in testing conditions. The parties agreed to settle the lawsuit and compensate owners and lessees of eligible class vehicles. More than 360,000 class members were notified of the settlement, including a large number of high-profile individuals. Significant efforts were taken to ensure that class members who filed claims received the maximum compensation possible based on the make and model of the vehicle, and length of vehicle possession. Nearly \$21 million in settlement payments have been issued in this settlement.

Adlouni v. UCLA Health Systems

The lawsuit alleges The Regents failed to prevent cyberattackers from accessing sensitive and personal information stored on UCLA Health’s computer network. It is disputed whether the cyberattackers accessed or removed sensitive and personal information on the network. The parties agreed to settle the lawsuit and provide free credit monitoring and insurance. In total, Epiq sent more than 6 million notices, including two separate reminder notices. More than 125,000 class members enrolled for free credit monitoring, and a bilingual call center was deployed to support class members. Final Approval was granted on June 28th, 2019. The parties agreed to settle the lawsuit and provide free credit monitoring and insurance, reimbursement of up to \$5,000 for out-of-pocket costs incurred to prevent identity theft and reimbursement of up to \$20,000 for unreimbursed losses associated with the unauthorized use of personal information and identity theft.

In re: Oil Spill by the Rig “Deepwater Horizon”

Prior to settlement, Epiq acted as a shared database manager for the litigation, collecting data from plaintiffs’ counsel, defense counsel, the Gulf Coast Claims Facility, and the court to create an aggregated system of record to manage all plaintiff data. Responsibilities included data intake and processing of all new forms filed on PACER and LexisNexis File & ServeXpress, loading partially complete data lists, identifying exceptions and mismatches and resolving missing data, duplicates and incorrect information for the parties. Epiq’s legal noticing division, Hilsoft Notifications, was then appointed as the notice administrator for both the \$7.8 billion economic damages and medical benefits settlements. Across a condensed six week period, Hilsoft ran notices nationally and locally in more than 2,000 print publications. Approximately 10,000 television and radio spots aired across 26 media markets stretching from Houston to Miami. In addition to English, notices appeared in Spanish and Vietnamese. It is estimated that more than 95% of all adults living in the Gulf Area and more than 83% of all adults in the United States had an opportunity to see the notice. In total, the notice effort was one of the largest ever undertaken in a class action settlement.

Bank Overdraft Summary

Epiq has implemented more In re: Checking Account Overdraft MDL NO. 2036 overdraft class action settlements than any other administrator and is currently providing settlement services to five of the six largest U.S. banks. Our ability to intake and normalize complex data from a multitude of sources proves a natural fit for banks and other financial services firms.

Mortgage Servicing Regulatory Settlement Summary

Epiq is currently handling a number of remediation and distribution programs involving various financial institutions pursuant to private settlements and consent orders with the OCC, DOJ, FRB and CFPB. Examples of these engagements include:

- A borrower identification and distribution program to support a \$35 million Department of Justice (DOJ) and Consumer Financial Protection Bureau (CFPB) settlement with a financial institution related to mortgage loans made to African-American and Hispanic borrowers.
- A payment distribution program to support an expedited payment agreement between the Office of the Comptroller of the Currency (OCC) and a financial institution which resolves an Independent Foreclosure Review of the financial institution’s foreclosure practices.
- A notification, claims and distribution program to support a Federal Reserve settlement with a financial institution related to mortgage loans originated at more than 800 branch offices.
- A notification, claims and distribution program to support a \$320 million Home Affordable Modification Program (HAMP) settlement between the DOJ and a financial institution.



epiq reliability

Epiq Class Action and Claims Solutions CV



Epiq Class Action and Claims Solutions CV

Epiq is a leading class action settlement administrator delivering best-in-class people, technology and service for class action administration matters anywhere in the world—regardless of size or complexity.

History:

Epiq has been administering settlements since 1993, including settlements of class actions, mass tort litigations, Securities and Exchange Commission enforcement actions, Federal Trade Commission disgorgement actions, insurance disputes, bankruptcies, and other major litigation. Epiq has administered thousands of settlements, including some of the largest and most complex cases ever settled.

Epiq's class action case administration services include coordination of all notice requirements, design of direct-mail notices, establishment and implementation of notice fulfillment services, coordination with the United States Postal Service ("USPS"), electronic noticing, notice website development and maintenance, dedicated phone lines with recorded information and/or live operators, receipt and processing of opt-outs, claims database management, claim adjudication (paper and electronic), funds management, and award calculations and distribution services (both traditional checks and electronic payments). Epiq works with the settling parties, the Court, and the Class Members in a neutral facilitation role to implement administration services based on the negotiated terms of a settlement.

Through Hilsoft Notifications, our global provider of legal noticing services, we provide superior notice plan design, implementation, oversight, and communications for class action, mass tort, and bankruptcy proceedings. Hilsoft Notifications has been retained by defendants and/or plaintiffs on more than 300 cases, including more than 30 MDL cases, with notices appearing in more than 53 languages and in almost every country, territory and dependency in the world.

Epiq also has a Mass Tort division, which offers claimant communication support, medical record retrieval and review, plaintiff fact sheet fulfillment, settlement document fulfillment, lien resolution and fund administration and payments.

Strategically located:

- 11 dedicated offices providing project management and operational support including, New York City, New York; Beaverton, Oregon; Dublin, Ohio; Seattle, Washington; Tampa, Florida; Phoenix, Arizona; Tallahassee, Florida, London UK, Memphis TN and Ottawa and Waterloo, Ontario.
- 3 state-of-the-art full-service mail, print, and contact centers in Beaverton, Oregon, Memphis, TN and Dublin, Ohio.
- 2,670 contact center seats across all locations.



Epiq has been retained on some of the highest profile cases in history:

In re: Payment Card Interchange Fee and Merchant Discount Antitrust Litigation This \$6B+ settlement is one of the largest antitrust class action settlements of all time. Epiq received roughly 80 billion rows of data with 163 types of data columns in 180 distinct files. The aggregated data set is over 110 terabytes and is hosted in a PCI-compliant environment. Over a five-month period this data was used to generate 21 million settlement notice mailings. This settlement is currently on appeal and therefore the claims process has not yet begun. However, in order to efficiently handle the anticipated claim volume, we implemented a pre-registration process that allows merchants to provide information to expedite the claims process prior to claim filing.

In re: Oil Spill by the Rig "Deepwater Horizon" Prior to settlement, Epiq acted as a shared database manager for the litigation, collecting data from plaintiffs' counsel, defense counsel, the Gulf Coast Claims Facility, and the court to create an aggregated system of record to manage all plaintiff data. Responsibilities included data intake and processing of all new forms filed on PACER and LexisNexis File & ServeXpress, loading partially complete data lists, identifying exceptions and mismatches and resolving missing data, duplicates and incorrect information for the parties. Epiq's legal noticing division, Hilsoft Notifications, was then appointed as the notice administrator for both the \$7.8 billion economic damages and medical benefits settlements. Across a condensed six week period, Hilsoft ran notices nationally and locally in more than 2,000 print publications. Approximately 10,000 television and radio spots aired across 26 media markets stretching from Houston to Miami. In addition to English, notices appeared in Spanish and Vietnamese. It is estimated that more than 95% of all adults living in the Gulf Area and more than 83% of all adults in the United States had an opportunity to see the notice. In total, the notice effort was one of the largest ever undertaken in a class action settlement.

In re: Takata Airbag Products Liability Litigation Massive individual notice mailing to over 59 million class members with Toyota, Mazda, Subaru, BMW, Honda, Nissan and Ford vehicles, as part of \$1.49 billion in multiple settlements regarding Takata airbags. Comprehensive nationwide media accompanied each phase, comprised of radio ads, consumer magazine ads and extensive online notice.

In re: Volkswagen "Clean Diesel" Marketing, Sales Practices, and Product Liability Litigation (Bosch Settlement) Comprehensive notice program within the Volkswagen Emissions Litigation that provided individual notice to more than 946,000 vehicle owners via first class mail and to more than 855,000 via email. A targeted internet campaign further enhanced the notice effort.

Hale v. State Farm Mutual Automobile Insurance Company For a \$250 million settlement with approximately 4.7 million class members, Epiq designed and implemented a Notice Program with individual notice via postcard or email to approximately 1.43 million class members and a robust publication program, which combined, reached approximately 80% of all U.S. Adults Aged 35+ approximately 2.4 times each.

Oppenheimer Rochester Group Funds Securities Litigation In these securities cases, which combine six separate settlements, Epiq reviewed and processed over 10 million trade transactions, consolidated data and mailed more than 450,000 pre-populated records of claimant transactions ("ROFTS") to alleviate the burden on the majority of class members to research and file claims, and mailed over 180,000 additional Claim Forms and notices. We created complex software code to calculate the recognized losses across 19 different types of securities.

In re Merck & Co., Inc. Securities, Derivative & "ERISA" Litigation ("Vioxx") Epiq is currently administering this \$1.062 billion settlement involving damages from securities trades going as far back as 1999. Epiq mailed almost 2 million notices, received more than 400,000 claims and processed millions of lines of securities transaction data, determined losses using complex algorithms relating to multiple securities for injured investors.



Hooker v SiriusXM Radio Inc. This \$35 million settlement for alleged TCPA violations involves approximately 12 million class members. Class members could register for three months of free service or file a claim for cash payment. Epiq's class member outreach included both mailing approximately 8 million postcards and a total of 50 million emails to class members for noticing and reminder purposes. The claims administration process involved working with the defendant to validate claims data using the defendant's internal database.

The Shane Group, Inc. v Blue Cross Blue Shield of Michigan Epiq is the claims administrator for this 3 million class member insurance anti-trust settlement. Epiq utilized its proprietary Third-Party Payor (TPP) database to notice insurance companies and other third party payors in addition to the individual class members provided by the defendant. The claims process was complex and involved sensitive HIPAA protected data that had to be housed in a custom secure environment. The settlement was appealed and as a result the parties are currently finalizing alterations to the settlement to address the concerns of the appellant.

In re Checking Account Overdraft Litigation Epiq has implemented more In re: Checking Account Overdraft MDL NO. 2036 overdraft class action settlements than any other administrator and is currently providing settlement services to five of the six largest U.S. banks. Our ability to securely intake and normalize complex data from a multitude of sources proves a natural fit for banks and other financial services firms.

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- A notification, claims and distribution program to support a Federal Reserve settlement with a financial institution related to mortgage loans originated at more than 800 branch offices.
- A notification, claims and distribution program to support a \$320 million Home Affordable Modification Program (HAMP) settlement between the DOJ and a financial institution.



Experience in major projects by dollar value (values have been rounded)

\$44.5B	Lehman Brothers Holding Inc	\$1.9B	1983 Marine Barrack's Bombings	\$480M	Wells Fargo Securities Litigation
\$11B	Deepwater Horizon Economic Settlement	\$1.3B	Hispanic Women and Farmers	\$473M	Schering Securities Litigation
\$8.5B	BNY Mellon Countrywide RMBS	\$1B	In re Merck & Co Inc. Securities Derivative & ERISA Litigation	\$389M	Royal Dutch Shell
\$6.15B	WorldCom Securities	\$860M	Johnson & Johnson Acuvue	\$384M	Wells Fargo CPI
\$5.5B	In Re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation	\$853M	Air Cargo Antitrust	\$328M	In re Volkswagen "Clean Diesel" (Bosch Settlement)
\$4.6B	Indian Residential Schools Settlement	\$850M	Marsh & McLennan	\$325M	Precision v. PWT ('Freight Forwarders')
\$4.5B	Bank of America Auction Rate Securities	\$845M	In re Urethane Antitrust	\$320M	SunTrust HAMP
\$4.5B	JP Morgan Chase RMBS	\$834M	Tremont Securities	\$299M	Takata Ford
\$3.4B	Indian Trust	\$800M	Engle Trust Fund	\$231M	US Embassy Bombings
\$3.2B	Tyco Securities	\$758M	In re Hyundai and Kia Engine Litigation	\$228M	Hall v Bank of America
\$3.05B	VisaCheck/Mastermoney Antitrust	\$750M	Washington Public Power Supply Systems	\$219M	Genworth Securities Litigation
\$3B	Petrobras Securities Litigation	\$750M	Bristol Myers Securities	\$215M	Merck Securities Litigation
\$2.6B	Morgan Stanley RMBS	\$730M	United States v. Pokerstars	\$212M	Wells Fargo Financial Consent Order
\$2.43B	Bank of America Corp. Securities Derivative & ERISA	\$590M	Klein, et al. v. Bain Capital Partners LLC, et al.	\$210M	In re Wilmington Trust Securities Litigation
\$2.1B	The Hepatitis C Tainted Blood Transfusion Settlements	\$520M	Jessica S. Cook v. Santee Cooper et al	\$210M	Salix Securities Litigation
\$2B	In re Foreign Exchange Benchmark Rates Antitrust Litigation	\$504M	ISDAfix Antitrust Settlement	\$200M	In re Fresenius Granuflo/Naturalyte Dialysate Products Liability Litigation
\$1.2B	Black Farmers Discrimination Litigation	\$504M	Bank of NY Mellon Forex	\$200M	In re New England Compounding Pharmacy Inc. Products Liability Litigation
\$1.10B	Royal Ahold Securities	\$480M	Gary Hefler, et al. v. Wells Fargo & Co. et al.	\$200M	NECC Victims Compensation Program



By notices disseminated (values have been rounded)

116,000,000	Ticketmaster.com	11,000,000	Premera Data Breach Settlement	4,600,000	1-800-Flowers Retail
57,000,000	Classmates.com	9,000,000	Pelayo v. Mexico Money Transfer	4,500,000	Progressive Group Auto Insurance
55,000,000	Hooker v Sirius XM Radio	9,000,000	Farrell v Bank of America	4,300,000	Chimeno-Buzzi v Hollister
53,000,000	Takata Settlement	9,000,000	Precision v PWT	4,100,000	Amex Merchant Settlement
32,000,000	Justice Stores-McGladrey	8,400,000	Air Passenger Settlement	4,000,000	WorldCom Securities
26,000,000	VisaCheck/MasterMoney Antitrust	8,300,000	Takata Ford	3,900,000	Scharfstein v BP WCP
25,000,000	IPO Securities	8,300,000	Marolda v Symantec	3,800,000	Clark v TransUnion
22,000,000	McKnight v Uber	8,300,000	Bank of America TCPA	3,700,000	Fifth Third Overdraft Settlement
21,000,000	Interchange	8,000,000	Meckstroth v Toyota Motor	3,700,000	Tennille v Western Union
20,500,000	Nwabueza v. AT&T	7,600,000	Vergara v. Uber TCPA Settlement	3,600,000	Bodnar v BofA
20,000,000	Webloyalty.com, Inc.	7,600,000	MFS Sub-Track Mutual Fund	3,500,000	Pfizer Securities Litigation
19,000,000	Interchange	7,100,000	TD Bank Debit Card Overdraft	3,500,000	IDE - UCLA Health
18,000,000	Western Union Money Transfer	7,000,000	Community Hlth Sys DB	3,500,000	Bosch Settlement
16,000,000	Khoday v. Symantec	7,000,000	Time Warner Entertainment Company	3,500,000	Wells Fargo CPI Class Action
15,140,000	Experian Information Solutions, Inc.	7,000,000	AT&T Wireless	3,500,000	Michael Kors Administration
15,000,000	Farag v Kiip	7,000,000	Equifax Consumer Services, Inc.	3,400,000	Lucero v SolarCity TCPA Settlement
15,000,000	Browning v. Yahoo!	6,400,000	UCLA Health Data Breach Settlement	3,300,000	Snyder v Ocwen Loan Servicing
15,000,000	JP Morgan TCPA	6,400,000	Angies List	3,200,000	Hale v. State Farm
14,000,000	Living Social	5,700,000	Moore v Verizon	3,000,000	McKinney-Drobnis v Massage Envy
14,000,000	Sallie Mae	5,000,000	Mohan v. Dell	3,000,000	Amgen Securities Litigation
13,000,000	Expedia Hotel Taxes and Fees	5,000,000	Moneygram – Mexico Money Transfer		



By claims processed (values have been rounded)

4,300,000	Lease Oil Antitrust	670,000	Citigroup Inc. Securities	298,000	Snyder v Ocwen Loan Servicing
2,100,000	Strong Sub-Track Mutual Fund	618,000	TransUnion	275,000	TD Bank Debit Card Overdraft
1,960,000	Wolf v. Red Bull	607,000	Justice Stores-McGladrey	268,000	Merck Securities Litigation
1,200,000	Baby Products Antitrust	601,000	Dell Fair Fund	264,000	Carnegie v HR Block
1,051,000	Takata Settlement	600,000	Global Crossing Securities	256,000	Mohan v. Dell
1,000,000	AMEX Financial Advisors Securities	521,000	Expedia Hotel Taxes and Fees	250,000	Hill v State Street
995,000	Daniels v. Allstate	520,000	SEC v AIG	240,000	Toronto-Dominion Securities Litigation Settlement
980,000	WorldCom Securities	500,000	Nortel Networks (I & II) Securities	236,000	Bank of America TCPA
950,000	Gulf Coast Claims Facility	438,000	General Motors Securities Litigation	231,000	Apple Securities Litigation
880,000	Premera Data Breach Settlement	425,000	Amgen Securities Litigation	227,000	Purex Settlement
815,000	Progressive Fair Credit Reporting Act	414,000	Merck Vioxx Securities Litigation	206,000	Trombley v National City
815,000	VisaCheck/MasterMoney Antitrust	396,000	Zepeda v. PayPal	196,000	Marchese v Cablevision
760,000	Oppenheimer Funds Securities	394,000	Moore v Verizon	195,000	Toyota Securities Litigation
724,000	Wells Fargo Securities	389,000	Reynolds v Hartford	194,000	SEC v Raytheon
719,000	Bank of America Corp. Securities Derivative & ERISA	357,000	BNYM Forex Securities Litigation	182,000	Ridgely v FEMA
700,000	Lucent Technologies, Inc. Securities	325,000	Hooker v Sirius XM Radio	179,000	Royal Dutch Shell
698,000	Classmates.com	324,000	Air Passenger Settlement	178,000	Angies List
685,000	Deloris Kline v. Progressive Corporation	313,000	Cerbo v Ford of Englewood, Inc.	148,000	UCLA Health Data Breach Settlement
672,000	Oppenheimer Rochester Fund Securities Litigation	303,000	Wright et al v Nationstar Mort	144,000	Tennille v Western Union

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

KRYSTAL SADLER, on behalf of herself, individually and on behalf of all similarly situated individuals, <p style="text-align: center;"><i>Plaintiffs,</i></p> <p style="text-align: center;">v.</p> TARGET CORPORATION, <p style="text-align: center;"><i>Defendants.</i></p>	Civ. No. 1:23-cv-00030-CPO-SAK
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**[PROPOSED] ORDER GRANTING PRELIMINARY APPROVAL
OF THE CLASS ACTION SETTLEMENT**

AND NOW, this ___ day of _____, 2025, upon consideration of Plaintiff’s Unopposed Motion for Preliminary Approval of the Class Action Settlement, and all attachments thereto, it is hereby ORDERED that:

1. The Motion is **GRANTED**, and the Parties’ settlement of this class action is **PRELIMINARILY APPROVED**. The Court finds the terms of the Settlement Agreement are reasonable, just, fair, and adequate to warrant dissemination of the proposed notice of settlement to the previously certified Class. The Court finds the Settlement Agreement contains no obvious deficiencies; is within the range of possible approval; and the Parties entered into the Settlement Agreement in good faith, following arms’ length negotiations, following an in-person settlement conference on June 25, 2025 with Magistrate Judge Sharon A.

King.

2. Plaintiff Sadler was previously appointed as Class Representative for the Class. [Dkt. 83 at ¶ 3].

3. McOmber McOmber & Luber, P.C. was previously appointed as Class Counsel for the Class. [Dkt. 83 at ¶ 2].

4. The Parties shall take all actions required by the Settlement Agreement.

5. Class Counsel's requested fee award of one-third of the Settlement Amount is preliminarily approved.

6. The Court hereby approves the Claims Administrator and the form and procedures for disseminating notice of the proposed settlement to the Class as set forth in the Settlement Agreement. The Court finds the notice to be given constitutes the best notice practicable under the circumstances, and constitutes valid, due, and sufficient notice of the proposed settlement to the Class in full compliance with the requirements of applicable law.

7. Class Members shall have the right to opt out of the settlement by sending a written request for exclusion from the settlement according to the procedures described in the proposed settlement notice Settlement Agreement.

8. Pursuant to Federal Rule of Civil Procedure 23(e)(2), a hearing addressing final approval of the settlement ("Final Approval Hearing") will be held after 90 days has passed following notice required under the Class Action Fairness

Act, 28 U.S.C. § 1715(d), which must issue within 10 days after a proposed settlement of a class action is filed, in Courtroom 5A of the United States Courthouse, Mitchell H. Cohen Building & U.S. Courthouse 4th & Cooper Streets, Camden, NJ 08101 at ____ on _____, 2026, a date at least 120 days from the entry of this Order. At the Final Approval Hearing, the Court will consider: (i) whether the settlement should be finally approved as fair, reasonable, and adequate for the Settlement Class; (ii) whether a judgment granting approval of the settlement and dismissing the lawsuit with prejudice as to Defendants shall be entered; and (iii) whether Class Counsel's forthcoming application for attorneys' fees and expenses and service award for the Class Representative Plaintiff Sadler should be granted. During this Final Approval Hearing, the Court may hear from any objectors or other putative Settlement Class members who wish to address the Court and will hear from Class Counsel.

9. Within fourteen (14) days before the Final Approval Hearing, Class Counsel shall file all papers in support of the final approval of the settlement and for fees and expenses.

10. Non-substantive changes and changes necessary to correct any inconsistency between the approved forms and the Settlement Agreement may be made by the mutual agreement of Class Counsel and counsel for the Defendants.

11. The Court reserves the right to adjourn the date of the Final Approval

without further notice to the Class and retains jurisdiction to consider all further applications arising out of, or in connection with, the proposed settlement. The Court may also, without further notice, approve the settlement, with such modifications as may be agreed to by the Parties, if appropriate.

Dated:

Hon. Christine P. O'Hearn

CERTIFICATE OF SERVICE

I hereby certify that on October 24, 2025, I caused a copy of the foregoing to be filed electronically and served via ECF on all parties indicated on the electronic filing receipt.

By: /s/ Charles J. Kocher
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